

DIRECTORY ASSISTANCE LISTING INFORMATION (DALI)

TABLE OF CONTENTS

1. INTRODUCTION.....	64
2. GENERAL TERMS AND CONDITIONS.....	64
3. INTENTIONALLY OMITTED	64
4. USE OF DIRECTORY ASSISTANCE LISTING INFORMATION	65
5. EMERGENCY NOTIFICATION SERVICE FOR NON-PUBLISHED TELEPHONE NUMBERS	65
6. PRICING	66
7. INTENTIONALLY OMITTED	66
8. LIABILITY	66

1. INTRODUCTION

- 1.1 SBC MISSOURI agrees to provide Directory Assistance Listing Information ("DALI") under the following terms and conditions: The prices at which SBC MISSOURI agrees to provide MCIm with Directory Assistance Listing Information (DALI) are contained in the applicable Appendix Pricing.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Directory Assistance Listing Information ("DALI") means the following: subscriber records used to populate and maintain SBC MISSOURI's database used to provide directory assistance: the last name, first name, street number, street name, community, zip code and telephone number of SBC MISSOURI's telephone exchange service subscribers located in the State of MISSOURI. DALI shall also include updates. SBC MISSOURI shall use commercially reasonable efforts to provide MCIm with a complete copy of the DALI including all names, addresses, telephone number of listed residential and/or business and government telephone service subscribers located in the State of MISSOURI and of those telecommunications carriers including incumbent local exchange companies, competitive local exchange carriers and Independent Telephone Companies in MISSOURI who have not objected to disclosure of such information in accordance with Applicable Law.
- 2.2 SBC MISSOURI will provide nondiscriminatory access to DALI in accordance with Applicable Law.
- 2.3 SBC MISSOURI owns and maintains the database containing directory assistance listing information.
- 2.4 Inasmuch as SBC MISSOURI provides DA service under contract for other Telecommunications Carriers, SBC MISSOURI's database also contains directory assistance listing information for other Telecommunication Carriers' end user customers.
- 2.5 The data will be received from SBC MISSOURI via Network Data Mover ("NDM") listed by NPA.
- 2.6 Upon MCIm's request, since an NDM link is already established (and providing modifications are not made to the existing link that would require testing) not later than sixty (60) days and after receipt of initial load request, SBC MISSOURI shall provide DALI to MCIm in a mutually acceptable format and mode. Consent regarding format and mode shall not be unreasonably withheld. For all other CLECs, if an NDM link must be established or if modification to an existing link requires testing, then SBC MISSOURI shall provide DALI to a CLEC in accordance with a date mutually agreed to by the Parties.
- 2.7 On a daily basis, SBC MISSOURI shall provide updates. Updates shall be current as of the provision date.
- 2.8 Upon request, SBC MISSOURI shall provide a complete refresh of DALI via electronic data transfer as soon as possible, but no later than forty-five (45) calendar days after the receipt of the request.

3. INTENTIONALLY OMITTED

4. USE OF DIRECTORY ASSISTANCE LISTING INFORMATION

- 4.1 MCIIm may use the directory assistance listing information licensed and provided pursuant to this Appendix in compliance with Applicable Law.
- 4.2 If this Agreement is terminated by MCIIm with the stated intention that no successor agreement will be entered into, MCIIm shall, within a reasonable time after such termination, cease using the Directory Assistance Listing Information provided hereunder by SBC MISSOURI, and shall extract and expunge all copies or any portions thereof from files and records and provide written notice from an authorized representative that such actions have been performed.
- 4.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used in accordance with Applicable Law. The information provided for non-published customers can only be use for two purposes. First, the non-published status may be added to the listing in MCIIm's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, MCIIm may verify the listing by matching the caller-provided address with the address in MCIIm's database. MCIIm may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. MCIIm can notify the customer that the requested listing is non-published.

5. EMERGENCY NOTIFICATION SERVICE FOR NON-PUBLISHED TELEPHONE NUMBERS

- 5.1 SBC MISSOURI shall provide for Emergency Notification Service for Non-Published Telephone Numbers (hereinafter referred to as "Non-Pub ENS"). SBC MISSOURI will provide to MCIIm a telephone number that will permit MCIIm to contact SBC MISSOURI in the event a MCIIm customer ("Calling Party") indicates to MCIIm that he/she must reach a SBC MISSOURI customer that has a Non-Published listing ("Non-Published Customer") to advise such Non-Published Customer of an emergency or life-threatening situation. If the Non-Published Customer's name is in the SBC MISSOURI DALI database, SBC MISSOURI will call the requested Non-Published Customer, and if such Non-Published Customer answers, will notify the Non-Published Customer that Calling Party is attempting to reach him/her to advise of an emergency situation, and will provide the Non-Published Customer the name and callback telephone number of the Calling Party provided to SBC MISSOURI by MCIIm or the contact telephone number of MCIIm.
 - 5.1.1 SBC MISSOURI will only accept calls from employees of MCIIm or its affiliates on behalf of MCIIm's end user customers. SBC MISSOURI will not accept calls from MCIIm's end user customers.
- 5.2 MCIIm shall only utilize the Non-Pub ENS in the event a Calling Party indicates to MCIIm that the Calling Party must reach the Non-Published Customer to advise of an emergency situation. In no event shall MCIIm use the Non-Pub ENS for non-emergency situations.
- 5.3 MCIIm's representative shall provide to SBC MISSOURI (i) his/her name, (ii) a contact telephone number, (iii) the name, city and state of the Non-Published Customer that Calling Party is attempting to contact, and (iv) the Calling Party's name and call back telephone number.

- 5.4 If the Non-Published Customer does not answer for any reason (including, but not limited to, no answer, busy, intercept recording, line not working, facsimile tones, etc.), SBC MISSOURI will wait approximately thirty (30) minutes and make a second call attempt. If SBC MISSOURI's second call attempt is unsuccessful, SBC MISSOURI will promptly call MCI and inform MCI of its inability to reach the Non-Published Customer.
- 5.5 If the Non-Published Customer does not answer but SBC MISSOURI reaches such Non-Published Customer's answering machine or voice mail service, SBC MISSOURI will leave a message notifying the Non-Published Customer that Calling Party is attempting to reach him/her to advise of an emergency situation, will provide the Non-Published Customer either the name and callback telephone number of the Calling Party provided to SBC MISSOURI by MCI or the contact telephone number of MCI. SBC MISSOURI will promptly call MCI and inform MCI that SBC MISSOURI left a message for the Non-Published Customer.
- 5.6 Under no circumstances will SBC MISSOURI release Non-Published telephone numbers to a MCI employee or end user customer.
- 5.7 Rates for Non-Pub Emergency Number Service (ENS) are contained in Appendix Pricing.
- 5.8 The Parties agree to meet to negotiate an amendment within 60 days, should this process change.

6. PRICING

- 6.1 Rates for DALI are contained in Appendix Pricing.

7. INTENTIONALLY OMITTED

8. LIABILITY

- 8.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix.